



18413

SEP 27 1993 10 20 AM

3-270A005
INTERSTATE COMMERCE COMMISSION

August 2, 1993

Interstate Commerce Commission
12th St. and Constitution Ave. N.W.
Washington, DC 20423

Attention: Mildred Lee

Dear Ms. Lee:

Effective August 1, 1993, Victoria Bank & Trust, Victoria, Texas has taken a security interest in the described (10) Railroad Cars.

We are herein enclosing the original Security Agreement and one copy for your review and return to us.


The Secured Party is: Victoria Bank & Trust
One O'Connor Plaza
Victoria, Texas 77902

The Debtor is: Horace C. Wilson
C/O ITG, Inc.
106 N. Main St., Suite 200
Victoria, TX 77901-6501

RECEIVED
OFFICE OF THE
SECRETARY
SEP 27 10 15 AM '93
LICENSING BRANCH

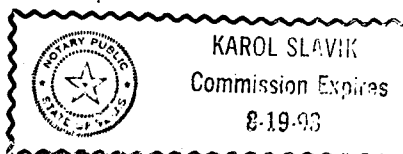
Victoria Bank & Trust herein requests that the enclosed original be acknowledged and recorded by the Interstate Commerce Commission and returned to us.

Sincerely,


Herschel G. Vansickle
Vice President

THE STATE OF TEXAS
COUNTY OF VICTORIA

This instrument was acknowledged before me on the 2nd day of August, 1993, by Herschel G. Vansickle, Vice President of Victoria Bank & Trust.




Karol Slavik, Notary Public

Interstate Commerce Commission
Washington, D.C. 20423

(70* 9/29/93

OFFICE OF THE SECRETARY

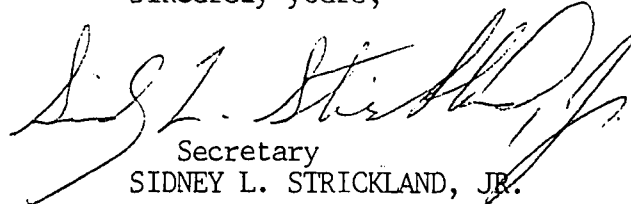
Herschel G. Vansickle
Vice President
Victoria Bank & Trust
One O'Connor Plaza
Victoria , Texas 77902

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on 9/27/93 at 10:20am , and assigned
recordation number(s). 18413

Sincerely yours,


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

276.1*

1086 HIDDEN HILL DR
DRIPPING SPRINGS, TX 78620

VICTORIA BANK & TRUST
ONE O'CONNOR PLAZA
VICTORIA TX 77902

DEBTOR'S NAME, ADDRESS AND SSN OR TIN
("I" means the Debtor who signs.)

SECURED PARTY'S NAME AND ADDRESS
("You" means the Secured Party, its successors and assigns.)

AUG. 1, 1993

I am entering into this security agreement with you on _____ (date).

SECURED DEBTS. I agree that this security agreement will secure the payment and performance of the debts, liabilities or obligations described below that (Check one) ☒ I ☐ (name) _____

owe(s) to you now or in the future:
(Check one below):

☐ **Specific Debt(s).** The debt(s), liability or obligations evidenced by (describe): _____ and all extensions, renewals, refinancings, modifications and replacements of the debt, liability or obligation.

☒ **All Debt(s).** Except in those cases listed in the "LIMITATIONS" paragraph on page 2, each and every debt, liability and obligation of every type and description (whether such debt, liability or obligation now exists or is incurred or created in the future and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several).

Security Interest. To secure the payment and performance of the above described Secured Debts, liabilities and obligations, I give you a security interest in all of the property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the property), wherever the property is or may be located, and all proceeds and products from the property.

☐ **Inventory:** All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

☐ **Equipment:** All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or scheduled which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

☐ **Farm Products:** All farm products including, but not limited to:
(a) all poultry and livestock and their young, along with their products, produce and replacements;
(b) all crops, annual or perennial, and all products of the crops; and
(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

☐ **Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment:** All rights I have now and that I may have in the future to the payment of money including, but not limited to:
(a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and
(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.
The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

☐ **Government Payments and Programs:** All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

☒ The secured property includes, but is not limited by, the following:

(10) 70 TON BALLAST TYPE RAILCARS, CURRENTLY LEASED TO PEORIA PEKIN UNION RAILWAY UNDER ITG, INC LEASE NUMBER ITG-2371, AND FURTHER DESCRIBED AS FOLLOWS: ITGX 7001, 7003, 7004, 7039, 7041, 7042, 7043, 7046, 7054, 7077 TOGETHER WITH ALL RIGHTS OF DEBTOR ARISING UNDER LEASE(S) OF SAID RAILCARS TO OTHERS WHICH ARE EXISTING OR HEREINAFTER MADE.

If this agreement covers timber, to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

I am a(n) ☒ individual ☐ partnership ☐ corporation

☐ If checked, file this agreement in the real estate records.

Record Owner (if not me): _____

The property will be used for ☐ personal ☒ business
☐ agricultural ☐ _____ reasons.

VICTORIA BANK & TRUST

(Secured Party's Name)

By: Herschel G. Vansickle
Herschel G. Vansickle

Title: Vice President

I AGREE TO THE TERMS SET OUT ON BOTH PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I have received a copy of this document on today's date.

By: Horace C Wilson

(Debtor's Name)

HORACE C WILSON

Title: _____

THE STATE OF TEXAS

COUNTY OF VICTORIA Witnessed under my hand and seal this 2nd day of August, 1993.

By: Karol Slavik
Karol Slavik Notary Public
Title: Comm Exp 8-19-93